

EXHIBIT – 3 –

IN THE CIRCUIT COURT OF THE NINETEENTH JUDICIAL CIRCUIT
LAKE COUNTY, ILLINOIS

MLG Retail LLC, a Delaware limited liability
company,

Plaintiff(s)

vs.

JuJu's Kids Boutique LLC, a Louisiana limited
liability company, Robert Allen Jr., individually,
and Julie Allen, individually,

Defendant(s)

21L 00000232

Case No: _____

SUMMONS

To each defendant: See attached Service List

You are summoned and required to file an answer to the complaint in this case, a copy of which is hereto attached, or otherwise file your appearance, in the office of the Clerk of this Court, within 30 days after service of this summons, not counting the day of service. If you fail to do so, a judgment by default may be entered against you for the relief asked in the complaint.

E-filing is now mandatory for documents in civil cases with limited exemptions. To e-file, you must first create an account with an e-filing service provider. Visit <https://efile.illinoiscourts.gov/service-providers.htm> to learn more and to select a service provider. If you need additional help or have trouble e-filing, visit <http://www.illinoiscourts.gov/FAQ/gethelp.asp> or talk with the Lake County Circuit Clerk's office. If you cannot e-file, you may be able to get an exemption that allows you to file in-person or by mail. Ask the circuit clerk for more information or visit www.illinoislegalaid.org.

If you are unable to pay your court fees, you can apply for a fee waiver. for information about defending yourself in a court case (including filing an appearance or fee waiver), or to apply for free legal help, go to www.illinoislegalaid.org. You can also ask the circuit clerk's office for a fee waiver application.

To the officer:

This summons must be returned by the officer or other person to whom it was given for service, with endorsement of service and fees, if any, immediately after service. If service cannot be made, this summons shall be returned so indorsed.

NOTICE

PURSUANT TO LCR - 2-2.14

THIS CASE IS HEREBY SET FOR AN INITIAL CASE MANAGEMENT CONFERENCE

IN COURTROOM _____ ON

AT

A.M./P.M.

**FAILURE TO APPEAR MAY RESULT IN THE CASE BEING DISMISSED OR
AN ORDER OF DEFAULT BEING ENTERED.**

171-138 Rev 09/20

This summons may not be served later than 30 days after its date.



WITNESS 3/25/2021

Erin Cartwright Weinstein
ERIN CARTWRIGHT WEINSTEIN,
Clerk of Court
CN

Prepared by:
Name: Douglas B. Wexler Pro Se
Address: 77 West Wacker Drive, 45th Floor
City: Chicago State: Illinois
Phone: 312-236-2139 Zip Code: 60601
ARDC #: 6207845
Fax: N/A
E-mail address: doug@wexler.law

(If service by facsimile transmission will be accepted, the telephone number of the plaintiff or plaintiff's attorney's facsimile machine is additionally required.)

Date of Service _____, 20____ (to be inserted by officer on copy left with defendant or other person).

SHERIFF'S FEES

(Service and return \$ _____
 (Miles \$ _____
 (Total \$ _____

Sheriff of _____ County

I certify that I served this summons on defendants as follows:

(a)-(Individual defendants – personal):

(The officer or other person making service, shall (a) identify as to sex, race and approximate age of the defendant with whom he left the summons, and (b) state the place where (whenever possible in terms of an exact street address) and the date and time of the day when the summons was left with the defendant).

(b)-(Individual defendants – abode):

By leaving a copy of the complaint at the usual place of each individual defendant with a person of his family, of the age of 13 years or upwards, informing that person of the contents of the summons. (The officer or other person making service, shall (a) identify as to sex, race and approximate age of the person, other than the defendant, with whom he left the summons, and (b) state the place where (whenever possible in terms of an exact street address) and the date and time of day when the summons was left with such person).

and also by sending a copy of the summons and of the complaint in a sealed envelope with postage fully prepaid, addressed to each individual defendant at his usual place of abode, as follows:

Name of defendant	Mailing Address	Date of mailing
_____	_____	_____
_____	_____	_____
_____	_____	_____

(c)-(Corporate defendants):

By leaving a copy and a copy of the complaint with the registered agent, officer or agent of each defendant corporation, as follows:

Defendant corporation	Registered agent, officer or agent	Date of Service
_____	_____	_____
_____	_____	_____
_____	_____	_____

(d)-(Other service):

Sheriff of _____ County
 By: _____
 (Deputy)

IN THE CIRCUIT COURT OF LAKE COUNTY, ILLINOIS
NINETEENTH JUDICIAL DISTRICT

MLG Retail LLC, a Delaware limited
liability company,

Plaintiff,

v.

JuJu's Kids Boutique LLC, a Louisiana
limited liability company, Robert Allen Jr.,
individually, and Julie Allen, individually,

Defendants.

No.

SERVICE LIST

JuJu's Kids Boutique LLC
by serving its Registered Agent
Robert Allen, Jr.
4300 Indiana Ave.
Kenner, LA 70065

Robert Allen Jr.
4300 Indiana Ave.
Kenner, LA 70065

Julie Allen
4300 Indiana Ave.
Kenner, LA 70065

FILED

3/25/2021 12:10 PM

ERIN CARTWRIGHT WEINSTEIN

Clerk of the Circuit Court

Lake County, Illinois

IN THE CIRCUIT COURT OF LAKE COUNTY, ILLINOIS
NINETEENTH JUDICIAL DISTRICTMLG Retail LLC, a Delaware limited liability
company,

Plaintiff,

VS

JuJu's Kids Boutique LLC, a Louisiana limited
Liability company, Robert Allen Jr, individually,
and Julie Allen, individually.

Defendants.

NO. 21L 00000232

Complaint at Law

Now Comes the Plaintiff MLG Retail LLC, a Delaware limited liability company ("MLG") by and through its attorney Douglas B Wexler and for its complaint against the Defendants JuJu's Kids Boutique LLC, a Louisiana limited liability company ("JuJu"), Robert Allen Jr., individually ("Robert"), and Julie Allen, individually ("Julie"), ("collectively, the Defendants"), states as follows:

Statement of Facts

- 1) MLG is a company doing business in the state of Illinois with its corporate headquarters located at 4192 Illinois Route 83, #C Long Grove, Illinois 60047.
- 2) The Defendants are residents of Louisiana.
- 3) On information and belief, JuJu is owned and operated by Robert and Julie.
- 4) The Defendants, Robert and Julie after sending hundreds of emails to appear on the show, The Profit starring Marcus Lemonis, finally appeared in an episode in early 2018 in an effort to save their failing businesses. At the time, they owned two stores called Baby Bump Maternity, one in New Orleans and one in Baton Rouge.
- 5) Once the Defendants were selected for an episode of the Profit, MLG decided to develop a business relationship with the Defendants to see if a relationship could benefit the ML Fashion group, which owned various clothing stores, including a high end store named Marcus.
- 6) The Defendants entered into a business relationship with MLG in the early part of 2018.

NOTICE

PURSUANT TO LCR - 2-2.14

THIS CASE IS HEREBY SET FOR AN INITIAL CASE MANAGEMENT CONFERENCE
1 IN COURTROOM _____ ON _____

AT _____

A.M./P.M.

FAILURE TO APPEAR MAY RESULT IN THE CASE BEING DISMISSED OR
AN ORDER OF DEFAULT BEING ENTERED.

7) MLG decided to include kids clothing and accessories into the various Marcus boutique locations.

8) MLG agreed to pay Robert and Julie for their expertise and work in order to successfully incorporate the kids clothing and accessories into the then existing MLG Brand stores. MLG also paid various past debts of Robert and Julie as part of an agreement of the parties

9) Julie was to be paid an annual \$50,000 salary in order to act as a buyer on behalf of the various ML Fashion brands.

10) Robert was to be paid an annual salary of \$50,000 and was responsible for the management and operations of two Kool Kids locations with one located in New Orleans and the other in Baton Rouge where the former Baby Bump Maternity stores were located.

11) MLG agreed to pay Robert and Julie the above salaries and they were added to the MLG Retail payroll system on May 14, 2018.

12) MLG agreed to reimburse both Robert and Julie for their respective cell phone and travel expenses.

13) MLG also agreed to pay the staff at both of the Kool Kids' locations (New Orleans and Baton Rouge), the rent and sales tax at each location.

14) Both Kool Kid locations utilized the MLG POS/CC operating system beginning in June of 2018.

15) MLG supplied inventory for sale to both of the Kool Kids locations with Baton Rouge receiving a total of \$212,656.73 in inventory between June 11, 2018 and January 14, 2019 and New Orleans receiving in inventory a total of \$170,704.30 between June 10, 2018 and March 12, 2019. MLG also supplied Kool Kids merchandise as well to both locations.

16) Due to extremely poor sales, the Kool Kids location in Baton Rouge was closed in January of 2019 and the existing inventory was transferred to the New Orleans Kool Kids' location.

17) Robert and Julie in early March 2019 decided to unilaterally terminate the business relationship with MLG and send numerous emails to that effect as well.

18) On March 14, 2019, Robbie emailed Marcus Lemonis advising him that "We will not be going any further as "partners".

19) On March 14, 2019 Robbie emailed Marcus Lemonis and advised him to have him "transfer the current sales from our chase bank account to our baby bump capital one account. As I have discussed with you this is not a fit partnership. We are going back to our old company and will part ways.....".

20) On March 14, 2019, the Defendants ceased utilizing the POS/CC belonging to MLG and had all funds rerouted to their own back account.

21) As of March 2019, the Defendants failed to communicate with MLG even though the Defendants retained in their possession inventory bought by MLG.

22) On March 26, 2019 Robert and Julie started JuJu Kids Boutique at the former Kool Kids New Orleans location.

23) To date, the Defendants have never returned or paid for said inventory or returned the Kool Kids merchandise.

24) The Defendants are in possession of assets belonging to MLG which includes: a computer, printer, keyboard, mouse, POS System, fixtures and furniture.

25) MLG sent Robert and Julie a letter dated June 18, 2019 requesting the return of MLG's assets.

26) To date, Defendants have not returned the assets belonging to MLG.

Count I Breach of Contract Robert and Julie

27) MLG realleges and incorporates paragraph 1 through 26 as paragraphs 1 through 26 of Count 1.

28) MLG and Robert and Julie entered into an agreement whereby the parties would work together to develop the Kool Kids brand.

29) MLG assumed the payment of the staff at both locations, made Julie and Robert employees of MLG, paid the rent at both locations, provided inventory and merchandise, and paid sales tax.

30) Robert and Julie unilaterally and without legal justification terminated the agreement they had with MLG thereby breaching the agreement and causing damages to MLG which paid for inventory, fixtures, furniture, rent, labor, sales tax, Kool Kids merchandise, computer, printer and POS/CC system.

31) Robert and Julie kept all the assets to use in their new business JuJu.

32) As a result of Robert and Julie's breach, MLG suffered damages in excess of \$50,000.

WHEREFORE, MLG asks that this Court find in its favor and against Robert and Julie and enter an order:

- 1) awarding MLG its damages;
- 2) awarding MLG its attorney fees; and
- 3) whatever else this Court deems just and appropriate.

Count II Conversion all Defendants

33) MLG realleges and incorporates paragraph 1 through 32 as paragraphs 1 through 33 of Count II.

34) The assets of MLG were never returned by Robert and Julie and have been on information and belief utilized by JuJu.

35) MLG demanded the return of its assets to no avail via letter sent to Robert and Julie by MLG on June 25, 2019.

36) The Defendants still have MLG's assets.

WHEREFORE, MLG asks that this Court find in its favor and against Robert and Julie and enter an order:

- 1) awarding MLG its damages;
- 2) awarding MLG its attorney fees;
- 3) returning MLG's assets; and
- 3) whatever else this Court deems just and appropriate.

Count III Unjust Enrichment all Defendants

37) MLG realleges and incorporates paragraph 1 through 36 as paragraphs 1 through 36 of Count III.

38) The Defendants have no legal right to keep the assets of MLG and continue to do so.

39) Defendants have kept for their use inventory, fixtures, furniture, Kool Kids merchandise, computer, printer and POS/CC system belonging to MLG.

40) MLG paid for all its assets and at no time did the Defendants pay for or contribute to their costs.

41) On information and belief MLG's assets are being used in the JuJu location, which was formerly the Kool Kids New Orleans location.

WHEREFORE, MLG asks that this Court find in its favor and against Robert and Julie and enter an order:

- 1) awarding MLG its damages;
- 2) awarding MLG its attorney fees;
- 3) returning MLG's assets; and
- 3) whatever else this Court deems just and appropriate.

Respectfully Submitted,



Douglas B. Wexler-attorney for
MLG Retail LLC

Attorney Number 6207845
Douglas B. Wexler, Esquire
77 West Wacker Drive, 45th Floor
Chicago, Illinois 60601
(312) 236-2139
doug@wexler.law

ERIN CARTWRIGHT WEINSTEIN
Clerk of the Circuit Court
Lake County, Illinois

MLG Retail LLC, a Delaware limited liability company,

VS.

JuJu's Kids Boutique LLC, a Louisiana limited liability company, Robert Allen Jr., individually, and Julie Allen, individually,

21L 00000232

Gen No. _____

CERTIFICATE OF ATTORNEY – CIVIL DIVISION

1) Pursuant to Local Rule 2-2.01(c), I hereby certify that:

- ☐ There has been no previous Voluntary or Involuntary Dismissal of the subject matter of this litigation.

- ☐ There has been a previous Voluntary or Involuntary Dismissal of the subject matter of this litigation and at the time of dismissal that Case No. _____ was assigned to the Honorable _____

- ☒ There is no other litigation presently pending in the county involving these parties.

- ☐ There is other litigation presently pending in the county involving the parties to or subject matter to this lawsuit and that case(s) is/are assigned Case No.(s) _____ which is/are assigned to the Honorable _____

2) Are you seeking any injunctive relief?

- ☐ Yes - Select the appropriate case subtype under the Chancery-CH heading below.
- ☒ No - Select the appropriate non-Chancery case subtype below.

This data is being gathered for administrative purposes and will not be used for any other purpose.

Arbitration – AR

- ☐ Arbitration/Tort
☐ Arbitration/Contract
☐ Foreign Judgment
☐ Other subtype

Law Magistrate – LM

- ☐ Eviction
- ☐ Eviction as result of mortgage foreclosure
- ☐ Replevin
- ☐ Detinue
- ☐ Distress for Rent
- ☐ Foreign Judgment
- ☐ Confirm Arbitrator's Award
- ☐ Confession of Judgment
- ☐ Other subtype

Miscellaneous Remedy – MR

- ☐ Declaratory Judgment
- ☐ Corporation Dissolution
- ☐ Election Contest
- ☐ Mandamus
- ☐ Habeas Corpus
- ☐ Review of Administrative Proceeding/Statutory
- ☐ Review of Administrative Proceeding/Certiorari
- ☐ Quo Warranto
- ☐ Change of Name
- ☐ Forfeiture
- ☐ Fugitive from Justice
- ☐ Search Warrant
- ☐ Application for Eavesdropping Device
- ☐ Foreign Judgment
- ☐ Non-Attendance of Jurors
- ☐ Miscellaneous
- ☐ Other subtype

Probate – P

- ☐ Decedent/Testate > \$15,000
- ☐ Decedent/Intestate > \$15,000
- ☐ Decedent/Testate \$15,000 or less
- ☐ Decedent/Intestate \$15,000 or less
- ☐ Guardianship of Person/ Disabled Person
- ☐ Guardianship of Estate/ Disabled Person
- ☐ Guardianship of a Person and Estate/Disabled Person
- ☐ Guardianship of Person/ Minor
- ☐ Guardianship of Estate/Minor
- ☐ Guardianship of Person and Estate/Minor
- ☐ Proof of Heirship Alone
- ☐ Foreign Judgment
- ☐ Other subtype

Chancery – CH

- ☐ Residential Mortgage Foreclosure
- ☐ Residential Mortgage Foreclosure w/Mechanics Lien
- ☐ Non-Residential Mortgage Foreclosure
- ☐ Injunction
- ☐ Specific Performance
- ☐ Mechanics Lien Foreclosure
- ☐ Complaint for Rescission
- ☐ Partition
- ☐ Quiet Title
- ☐ Class Action
- ☐ Structured Settlement
- ☐ Foreign Judgment
- ☐ Other subtype

Law – L

- ☐ Tort
- ☒ Contract
- ☐ Product Liability
- ☐ Medical Malpractice
- ☐ Legal Malpractice
- ☐ Forcible Entry and Detainer
- ☐ Replevin
- ☐ Accounting Malpractice
- ☐ Foreign Judgment
- ☐ Confirm Arbitrator's Award
- ☐ Other subtype

Tax – TD

- ☐ Deeds
☐ Other subtype

Tax – TX

- ☐ Objections
- ☐ Disposition of Collections of Judgment or Settlement
- ☐ Sale in Error
- ☐ Other subtype

Eminent Domain – ED

- ☐ Eminent Domain
☐ Condemnation
☐ Other subtype

Municipal Corporation – MC

- ☐ Annexation
☐ Disconnection
☐ Other subtype

Print Name **Douglas B. Wexler, Esq.**

Signature /s/ Douglas B. Wexler

- ☒ Attorney ☐ Self-Represented Litigant

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ERIN CARTWRIGHT WEINSTEIN
Clerk of the Circuit Court
Lake County, Illinois

Gen No: 21L 00000232

AFFIDAVIT PURSUANT TO SUPREME COURT RULE 222 (B)

Pursuant to Supreme Court Rule 222 (B), counsel for the above-named plaintiff certifies that plaintiff seeks money damages in excess of Fifty Thousand and 00/100 Dollars (\$50,000).

By

/s/ Douglas B. Wexler

Attorneys for Plaintiff

Prepared by:

Name: Douglas B. Wexler Pro Se

Address: 77 West Wacker Drive, 45th Floor

City: Chicago State: IL

Phone: 312-236-2139 Zip Code: 60601

ARDC #: 6207845

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